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PART 1: TECHNICAL DESCRIPTION

1 CONTEXT

Europe and the world are faced with societal challenges requiring innovative solutions. Returning to growth and higher levels of employment, combating climate change and moving towards a low-carbon society necessitate immediate and coordinated action. The impact of demographic developments is increasing and our natural resources need to be used more wisely.

Tackling these issues is highly depended on research and innovation as key drivers of social and economic prosperity and of environmental sustainability.

For this reason, the European Union set the objective of increasing spending on R&D to 3 % of the GDP by 2020. This objective was established as part of the "Europe 2020 strategy"¹, which proposes four relevant flagships initiatives within this context: "Innovation Union"; "Youth on the move"; An industrial policy for the globalisation era and "A digital agenda for Europe".

The Digital Agenda flagship calls for reinforced coordination and pooling of resources with Member States and industry, and greater focus on demand - and user-driven partnerships in EU support to ICT research and innovation. Member States are also expected to engage in large scale pilots to test and develop innovative and interoperable solutions in areas of public interest (that are financed by the CIP or other initiatives).

The European Commission has issued two Communications in relation with the flagship initiative "a digital agenda for Europe". The first document "A Strategy for ICT R&D and Innovation in Europe: Raising the Game"², proposes a strategy to establish Europe's industrial and technology leadership in ICT, to make Europe more attractive for ICT investments and skills, and to ensure that its economy and society benefit fully from ICT developments.

The second Communication "Preparing for our Future: Developing a common strategy for key enabling technologies (KET) in the EU"³, identifies six Key Enabling Technologies (KETs) which have the potential to strengthen Europe's industrial and innovation capacity: micro and nanoelectronics, advanced materials, photonics, nanotechnology, industrial biotechnology and advanced manufacturing systems.

Specific context

Nanoelectronics is one of the KETs considered strategic to maintain the European innovation potential. Electronic systems, enabled by nanoelectronics components are instrumental for delivering new innovative solutions in key European industrial sectors and

¹ http://ec.europa.eu/eu2020/
² http://ec.europa.eu/information_society/newsroom/cf/itemdetail.cfm?item_id=4698
to address main European challenges as aging population, energy resources, global warming, public health, pandemics and security.

Moreover, there is an increasing shift from mainly computing and communication driven activities to include semiconductor components in many other sectors including automotive, smart houses, smart cities, power components in the energy sector, etc. Nanoelectronics is also key for innovation in mobile applications and for smart nodes and smart things for example in the internet of things.

The worldwide R&D in the field of nanoelectronics is expected to grow significantly over the next years in order to address the complexity of this sector. Nevertheless, one of the biggest challenges for the nanoelectronics sector, as well as for the other key enabling technologies, is the transition from device to product. This was acknowledged by the High Level Expert Group (HLG) on KETs in its midterm report released in February 2011.4

2 Objectives

In the context of finding viable solutions to European societal challenges and transforming research results into innovative products which answer these challenges, the European Commission wants to undertake a study which should identify a set of key innovative digital goods in lead markets for Europe that are enabled by nanoelectronics technologies. The study should have as ultimate goal to find solutions on how to better link (nanoelectronics) technology push elements (supply side) with market pull (customer side).

In the context of this study, by "digital good" should be understood any ICT driven product.

The study should also make recommendations for future research and innovation activities as an input to prepare the future EU Common Strategic Framework for Research and Innovation. In addition, the study should also consider possible ways of action in order to complete actions 50 (Leverage more private investment), 51 (Reinforce the coordination and pooling of resources), 52 (Measures for ‘light and fast’ access to EU research funds in ICT), 55 (Double annual public spending on ICT research and development) and 56 (Engage in large scale pilots financed by the CIP Programme) from the Digital Agenda for Europe. Besides the actions mentioned above, the results should contribute to the detailed implementation of research programme actions and DAE actions in pillars V (Research and innovation) and VII (ICT for Social Challenges).

The study should not restrict itself to pure nanoelectronics products and technology but may also include a combination of nanoelectronics with other key enabling technologies if required by lead products or key systems.

The study should:

- **investigate** which innovative lead products and which lead markets are most capable of driving the competitiveness of the European semiconductor industry in the context of societal challenges in areas such as health, aging, energy, mobility, environment, safety and communications

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- **define and analyse** a set of innovative key digital goods with high market and innovation potential that may shape or be shaped by the single market (e.g. standardisation potential).
- **provide recommendations** for future actions in the context of the preparation of future EU Common Strategic Framework for Research and Innovation, for stimulating the take-up of innovation and for market innovation (e.g. pre-commercial procurement), in line with the Digital Agenda and the Innovation Union.

### 2.1 Specific Objectives

a) Identify which incentives and methods are currently used by the public authorities from EU, US and Asia in order to promote innovative new products on their markets; make an analytic comparison emphasising the commonalities and differences found between these different approaches

b) Identify products which are now at the latest phase in the research process and have the capability of penetrating the market and the potential to get standardised; provide at least four examples of such products for each of the Grand Challenges faced by EU society (health, aging, energy, mobility, environment, safety and communications). For each example assess the potential impact for society and industry which might arise from introducing such innovative products on the market.

c) From the examples mentioned above, select one per grand challenge and make an in-depth, detailed impact analysis. This should contain, (but not limit itself to) a SWOT analysis.

d) Define various scale-up demonstration activities required in Europe in order to stimulate standard setting, interoperability, take-up of electronics enabled innovation in applications with relevance for the modern society. Give specific examples of demonstrators and elaborate on the expected impact, the potential players involved and the size of the actions.

e) Asses the feasibility of bringing such new innovative products on the market

f) Suggest different types of incentives that the European Union should put forward in order to promote the introduction of such innovative products on the market

g) Provide recommendations for future actions in the context of the preparation of the future Common Strategic Framework for Research and Innovation and DAE Actions. In this way the limited EU funds will produce the maximum impact in supporting the European semiconductor industry.

### Methodology

The study should be developed following a clear methodology covering all aspects mentioned before. Tenderers are free to propose the specific methodology, taking into account the context and objectives of the study and the following conditions:
The balance between the efforts devoted to each specific objective of the study should be reasonable and well justified. The analysis of today's situation should build on existing analysis and sources of information.

More generally, the study should be based on data from a variety of sources such as company, industry, government, trade journals and organisations, as well as market studies. It should include information from literature reviews and discussions/interviews with technology/market experts and key stakeholders in the field of nanoelectronics. Efficient use of available networks should be made by liaising with relevant stakeholder groups.

Tenderers should describe in their tender the global technical approach of their proposed study including:

- the proposed methodologies for achieving the study objectives;
- the level of granularity at which the study should be carried out;
- an overview of the relevant data already accessible to them, of the data that still need to be collected and how they intend to do this.

The tenderers should identify in their tender also the main practical issues for carrying out the study and how they are going to address them such as:
- Data collection and analysis;
- Surveys;
- Interviews;
- Benchmarks;
- Case studies

3 DURATION

Duration of the tasks must not exceed 14 months and is subject to the provisions of Article 1.2.3 of the contract.

4 DELIVERABLES, MEETINGS AND TIMETABLE

4.1 Deliverables

The deliverables will consist in several successive reports and the final study report. Presentations will be made to the Commission which will give the opportunity to refocus the work if needed.

All reports and communications will be in English.

All reports will be submitted electronically to the Commission - DG INFSO - G1 unit, which is responsible for the study.

All collected information and raw data, should also be submitted to the Commission. This should be appended as an annex to the final study report under part B.

4.1.1 The deliverables listed below must be provided by the contractor:

- Inception report, specifying the methodology, resources and objectives provided in the tender in accordance with the indications provided by the Commission during the
inception meeting (see section 4.2 below). A draft of the report shall be made available to the Commission’s services for information 5 working days before the inception meeting. The report should be finalised after the meeting taking into account all observations and comments raised at the meeting. The Inception Report shall be made available within 2 weeks after the inception meeting.

- **Interim study report** which will cover the first phase of the study consisting in the collection of data, documentation and analysis of the interim results. The interim study report should cover all the specific objectives listed above. It confirms the adequacy of the methodology and demonstrates the progression of the work towards answering the objectives and fulfilling the needs of the Commission. It should already contain preliminary conclusions relative to the main issues and objectives of the study. A draft of the report shall be made available to the Commission's services 5 working days before the first interim meeting (described in section 4.2 below). The report should be finalised after the meeting taking into account all observations and comments raised at the meeting. The finalised Interim Study Report shall be submitted to the Commission’s services within 2 weeks after the first interim meeting.

- **Final study report** which is the principal output of the whole study. The study report should be structured as follows:

  o Part A – the main report (for publication)
    - Title page
    - Table of contents
    - Executive summary (4 pages maximum)
    - Detailed description of the methodology
    - Results, conclusions and recommendations

  o Part B (confidential to the Commission)
    - Title page
    - Table of contents
    - Executive summary (4 pages maximum)
    - Results, conclusions and recommendations specific to named organisations and projects.

  o Conclusions
  o Annexes

It is essential that the report is clear, unambiguous and comprehensive. The final study report shall be made available to the Commission’s services within one week after the final meeting.

In addition, after the final approval of the final study report, a flyer for public dissemination should be delivered with a maximum of 2 pages presenting the main results and main recommendations of the study.

- **Technical reports** (see timetable 4.3), including e.g. time-sheets on person/days consumption, travel details, use of consumables, etc. The first technical report shall be made available to the Commission’s services within 6 months and the second technical report shall be made available 12 months after signature of the contract by the last contracting party.

- **The post-workshop report** shall contain the presentations, position papers and preparatory papers; a high quality synthesis of the discussions; and the list of participants. The deliverable should be made available no later than 2 weeks after the workshop.
4.1.2 Report format

All deliverables must be written in English.

All reports should be consistent in style (headings, margins, citations, bibliography, etc) and contain a short executive summary. The contractor is required to properly apply quotation techniques and particular care will be taken to verify improper re-use of existing material.

All reports will be submitted in 1 paper copy and in electronic format (.doc, .xls, .ppt or equivalents in open formats). Exchange of advance copies as well as other non-formal communications shall take place via electronic mail.

The Final Study Report, including an executive summary not exceeding 4 pages, shall be provided in 2 bound paper copies including annexes and in a .pdf format suitable for publication by the Commission’s services on Commission websites.

The Commission services will decide the possible dissemination of the findings and conclusions and any other information produced under this assignment.

4.2 Meetings

A schedule of meetings will be agreed with the contractor for this assignment. Such meetings will be attended by representatives of the European Commission, the project manager leader and other members of the contractor’s team, as required. Other knowledgeable external experts might be invited to participate by the Commission. The meetings will be chaired by a Commission representative and will take place in Brussels.

The aim of the meetings (see timetable 4.3) will be to guide the work of the contractor. In particular, they will allow setting-up the initial orientations, review progress in critical milestones and review the deliverables of the assignment.

Within three days following each meeting, the contractor will circulate minutes of the meeting to all participants, together with copies of presentations made during the meeting or other related documents. The minutes shall be concise and concentrate on major decisions and shall list the open action points for the next reporting period.

Inception meeting

An inception meeting will be organised by the Commission’s services at the Commission’s premises in Brussels within one month after signature of the contract by the last contracting party. The contractor will have to finalise the inception report on the basis of the outcome of the inception meeting.

Interim meeting

An interim meeting during which the contractor will present the interim findings will be held within 5 months after signature of the contract by the last contracting party. It will be organised by the Commission’s services at the Commission’s premises in Brussels. The contractor will have to finalise the interim study report on the basis of the outcome of the interim meeting.

Final meeting
A final meeting during which the contractor will present the final findings and proposed conclusions will be held within 12 months after signature of the contract by the last contracting party. It will be organised by the Commission’s services at the Commission’s premises in Brussels. The contractor will have to finalise the final study report on the basis of the outcome of the final meeting.

**Monthly conference calls**
In addition to the meetings to be organised in Brussels, a monthly conference call on the state of progress of the study will take place between representatives from the contractor and the Commission.

**Final Workshop**
The final study report as approved by the Commission in accordance with section 5 below will be presented by the contractor during a final workshop to be held within 14 months after signature of the contract by the last contracting party. The contractor is expected to provide a senior member of staff having worked on the contract to deliver a presentation on the main findings. The workshop will be held in Brussels at the Commission's premises and will last 1 day. It will have a minimum of thirty attendees.

The aim of the workshop is to inform relevant stakeholders and experts about the findings of the study report, validate and collect their views on them, as well as more general views, especially on current and future developments in the area of the study and policy implications. This will require the contractor preparing a presentation, which will summarise the findings of the study and will raise issues for discussion at the workshop.

The contractor will also prepare the workshop (agenda, invitations, speakers, participants, etc.) and manage the discussion together with the Commission. The final list of participants has to be agreed in advance with the Commission's services.

Costs related to the following activities and items must be borne by the contractor and included in the price:

- Setting the workshop agenda in cooperation with the Commission;
- Identifying participants and speakers in cooperation with the Commission;
- Inviting speakers and participants;
- Managing the travel and accommodation arrangements for speakers and participants;
- Financing the travel and accommodation expenses for speakers
- Any speakers' fees;
- Cost of providing catering during the workshop;
- Printing and distributing relevant information material for speakers and participants.

Each tenderer should include costs of attendance of its own representative(s) at all the above meetings and workshops in the financial section of the offer.

**4.3 Timetable**

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<tr>
<th>Deliverable</th>
<th>Meeting</th>
<th>Month</th>
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### 5 Terms of Approval of Reports

#### 5.1 Study report(s)

After reception of each study report included in section 4.1 above the Commission will have 60 calendar days in which:

- to approve it,
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to be approved.

Where the Commission requests a new report because the one previously submitted has been rejected, this must be submitted within 30 calendar days. The new report shall likewise be subject to the above provisions.

Reports will be judged on the quality of content, (relevance, level of detail, coherence of data, etc) and on the quality of presentation (language, presentation of data, repetition, among others).

#### 5.2 Technical report
The Commission shall have sixty days from receipt to approve or reject the technical report, and the Contractor shall have thirty days in which to submit additional information or a new report.

5.3 Other Deliverables
The Commission shall have 30 days from receipt to approve or reject the deliverable(s), and the Contractor shall have 15 days in which to submit additional information or a new deliverable.
1 ELIGIBILITY REQUIREMENTS


Participation in tendering procedures is open on equal terms to all natural and legal persons from one of the EU Member States and to all natural and legal persons in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement.

Where the Plurilateral Agreement on Government Procurement concluded within the WTO applies, the contracts are also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

Operators in third countries which have signed a bilateral or multilateral agreement with the Union in the field of public procurement must be allowed to take part in the tendering procedure on the conditions laid down in that agreement. The Commission will refuse tenders submitted by operators in third countries which have not signed such agreements for the present call for tender.

ADMISSIBILITY OF TENDERS

All the requirements related to the submission and opening of the tenders are detailed in the invitation to tender (see sections 2, 4 and 8 of the invitation to tender) including:

- Address and deadline for submission of the tender
- Presentation of the offer and Packaging
- Opening of the Tenders

2 ADMINISTRATIVE REQUIREMENTS

A service provider may consider submitting a tender as a single entity or decide to collaborate with other service providers to present a bid: either by submitting a joint tender or through subcontracting. Tenders may also combine both approaches. Whichever type of bid is chosen, the tender must stipulate the legal status and role of each legal entity in the tender proposed.

2.1 Different ways to submit a tender
Options 1 to 4 below describe the different ways to submit a tender.
Please make sure all required documents and evidences are submitted with your tender.

(Please refer to the checklist in Annex 7)

**Option 1:** Submission by one tenderer: Private / Public entity / Individual.

**Option 2:** Submission by partners as defined under section 2.2 below. One must be designated as lead partner/contractor.

**Option 3:** Submission by one tenderer with subcontractors as defined under section 2.2 below

**Option 4:** Submission by partners (one must be designated as lead partner/contractor) with subcontractors as defined under section 2.2 below

### 2.2 Joint Tenders and Subcontracting

#### 2.2.1 Joint tenders

In case of a joint tender submitted by a group of tenderers, these latter will be regarded as partners. If awarded the contract, they will have an equal standing towards the contracting authority in the execution of the contract.

The partnership may take the form of:

a) a **new legal entity** which will sign the contract with the Commission in case of award

or

b) a group of partners not constituting a new legal entity, who via a **power of attorney (Annex 5)**, signed by an authorised representative of each partner (except the lead partner), designate one of the partners as lead partner, and mandate him as lead contractor to sign the contract with the Commission in case of award.

In both cases, all partners shall be considered as tenderers and shall **assume joint and several liability towards the European Commission for the performance of the contract**.

#### 2.2.2 Subcontracting

Subcontracting is a situation where a contract is to be established between the Commission and a service provider and where this service provider, in order to carry out the contract, enters into legal commitments with other legal entities for performing part of the tasks foreseen in the contract.

The tenderer submitting the tender, if awarded the contract, shall become the sole contractor and shall assume **full liability toward the European Commission for the performance of the contract as a whole**. The other service providers will be regarded as subcontractors.

Subcontracting is subject to the provisions of Article II.13 of the model contract annexed to the invitation.
2.3 Identification of the tenderer – List of Forms & Evidences Required

Options 1/2/3/4: Documents to be provided by the single tenderer or lead partner:

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 2: Legal Entities form (ORIGINAL filled in, signed by (an) authorised representative(s), and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)

Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.

- Annex 3: Financial Identification form (ORIGINAL filled in according to the instructions contained in this form)
- Legible photocopy of the statutes of the legal entity (for public/private entities)
- Legible photocopy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

Options 2 and 4: documents to be provided by each partner, except the lead partner

- Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
- Annex 2: Legal Entities form (ORIGINAL filled in, signed by (an) authorised representative(s), and supported by relevant evidences according to the entity concerned, i.e. private/public/individual)

Economic operators already registered as a legal entity in the Commission's files (i.e. they are or have been contractors of the Commission) are not obliged to provide a new form, on the condition that they confirm that no change in the information already provided has occurred. In case of doubt, we recommend submitting a new form.

- Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorised representative(s))

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5 A standard template in each EU language is available at http://ec.europa.eu/budget/execution/legal_entities_en.htm
6 A standard template in each EU language is available at http://ec.europa.eu/budget/execution/ftiers_en.htm
7 A standard template in each EU language is available at http://ec.europa.eu/budget/execution/legal_entities_en.htm
• Annex 5: Power of attorney (ORIGINAL filled in and signed by (an) authorised representative(s) of each partner)
• Legible photocopy of the statutes of the legal entity (for public/private entities)
• Legible photocopy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

Options 3 and 4: Documents to be provided by each subcontractor

• Annex 1: Administrative identification form (ORIGINAL filled in and signed by (an) authorised representative(s))
• Annex 4: Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (ORIGINAL filled in and signed by (an) authorised representative(s))
• Annex 6a: Letter of intent from each subcontractor (ORIGINAL signed by (an) authorised representative(s)) to confirm their willingness and availability to perform the tasks.

Individual external experts, not part of the tenderer's staff, foreseen to execute a part of the work are also to be considered subcontractors. Individual external experts will have to provide only the letter of intent in Annex 6b (ORIGINAL).

3 SIGNATURE OF THE TENDER

The signature of the single tenderer's or lead partner's authorised representative or representatives (preferably in blue ink) on the administrative identification form (Annex 1) will be considered as the signature of the tender, binding the single tenderer or the group of partners to the terms included in the tender.

4 LAYOUT OF THE TENDER

All tenders must be clear, complete and consistent with all the requirements laid down in the tendering documents and presented in 3 sections as follows:

4.1 Administrative section

The documentary evidence required in accordance with part 2 section 2, section 3, section 5.1.3 and section 5.2 of the Tender Specifications must be included in the administrative section of the tender. Tenders not including the necessary evidence may be rejected. The Commission reserves the right, however, to request clarification or additional evidence in relation to the exclusion and selection stages after the opening within a time limit stipulated in its request and in the conditions explained in section (3) of the invitation to tender.

4.2 Technical section

This section must address all the requirements laid down in Part 1 - Technical description of the tender specifications. Information included here will be used to conduct the
qualitative assessment of the tenders on the basis of the technical award criteria listed in section 5.3 below.

The Commission will reject tenders where no technical offers are proposed.

4.3 Financial section

The price quoted must fulfil the following requirements:

- A **total** fixed price expressed **in Euro** must be included in the tender.

- The price quoted must be **firm and not subject to revision**.

- The European Commission, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, is exempt from all duties, taxes and dues, including value added tax (VAT).

  **Such charges may not therefore be included in the calculation of the price quoted.**

VAT exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

For those countries where national legislation provides an exemption by means of reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Commission is exempt from VAT.

- The price quoted shall be subject to the terms set in Article I.3 of the model contract attached.

- The price must fall within the scope of these tender specifications and be broken down into unit prices and quantities per each of the following categories:

  (a) **Professional fees.** The daily rates and total number of person-day for each member of staff working on the contract must be specified.

  (b) **Travel and subsistence expenses** (including costs of attendance of future contractor's representative(s) at meetings and/or workshops with the Commission as foreseen in section 4.2, part 1). In the event of travel being necessary to carry out the duties specified in the tender, travel and subsistence expenses shall be paid as indicated in the tender.

  **Other expenses**

  (c) **Other expenses** (outsourced services or supplies e.g. translation expenses, printing expenses, website development, cost of acquiring data etc.)

- Tenders involving more than one legal entity, either as partner or subcontractor (including external experts) must specify the categories above for each legal entity.

- The Commission will reject tenders where no financial offers are proposed.

The part that the tenderer intends to subcontract shall be precisely indicated and detailed.
The total price quoted cannot exceed EUR 200 000 (two hundred thousand). Tenders with a higher total price will be rejected.

5 EVALUATION OF TENDERS

The evaluation of tenders will be done in accordance with the following subsequent steps:

- The Commission verifies that the tenderer is not in one of the situations covered by the exclusion criteria (first step, see section 5.1 below)
- For all tenderers that are not in one of the situations covered by the exclusion criteria, the Commission verifies that the tenderer has the appropriate capacities to perform the contract on the basis of the selection criteria (second step, see section 5.2 below)
- For those tenderers that have met the minimum requirements for the selection criteria, the Commission assesses the tender on the basis of the award criteria (third step, see section 5.3 below).

5.1 Exclusion Criteria

5.1.1. Pursuant to Article 45(2) of Council Directive 2004/18/EC and to Article 93(1) of the Financial Regulation, the Commission will exclude tenderers from participation in the procurement procedure if:

(a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
(b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
(c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
(d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
(e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
(f) they are currently subject to an administrative penalty referred to in Article 96(1) of the Financial Regulation.

Points (a) to (d) of the first subparagraph shall not apply in the case of purchase of supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or from the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law.

For the purpose of the correct application of the above paragraph, the candidate or tenderer, whenever requested by the contracting authority, must:

(a) where the candidate or tenderer is a legal entity, provide information on the ownership or on the management, control and power of representation of the legal entity,
(b) where subcontracting is envisaged, certify that the subcontractor is not in one of the situations referred to in paragraph 1 of Article 93 of the Financial Regulation.

5.1.2. Pursuant to Article 45(2) of Council Directive 2004/18/EC and Article 94 of the Financial Regulation, a contract shall not be awarded to candidates or tenderers who, during the procurement procedure for this contract:
(a) are subject to a conflict of interest;
(b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information;
(c) find themselves in one of the situations of exclusion, referred to in Article 93(1) of the Financial Regulation, for this procurement procedure.

5.1.3. Tenderers – including sub-contractors if any - shall provide a declaration on their honour (Annex 4), duly signed and dated, stating that they are not in one of the situations referred to in Article 93(1) or 94 of the Financial Regulation. The tenderers must undertake to inform the Commission, without delay, of any changes with regard to these situations after the date of submission of the tender.

5.1.4. In addition, for contracts of a value higher than EUR 125,000, ONLY the tenderer to whom the contract is to be awarded shall confirm the declaration by providing, within a time-limit defined by the contracting authority and preceding the signature of the contract, the following evidences (if the tender is proposed by partners, these evidences must be submitted by each partner):

1) The contracting authority shall accept as satisfactory evidence that the candidate or tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 93(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document, issued less than 12 months before the date of the letter informing of the contract award by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) of Article 93(1) of the Financial Regulation, a certificate by the competent authority of the State concerned, issued less than 12 months before the date of the letter informing of the contract award.

2) Where the document or certificate referred to in the first subparagraph is not issued in the country concerned and for the other cases of exclusion referred to in Article 93(1) of the Financial Regulation, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1) and 2) shall relate to legal persons and/or natural persons including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the candidate or tenderer.

In case of doubt on the declaration on the honour provided by the subcontractor(s) in accordance with the indications of point 5.1.3 above, the contracting authority shall request the evidence referred to in points 1) and 2) above from the subcontractor(s).
5.1.5. Administrative and financial penalties

1. **By returning the form in Annex 4 duly signed and dated**, tenderers confirm that they have been notified of the following points: Each institution has a central database containing information on tenderers who have been in one of the situations described under 5.1.1 and 5.1.2 above. The sole purpose of this database is to ensure, in compliance with Union rules on the processing of personal data, that the above-mentioned cases of exclusion are applied correctly. Each institution has access to the databases of the other institutions.

   Tenderers and, if they are legal entities, persons who have power of representation, decision-making or control over them, are informed that, should they be in one of the situations mentioned in:

   their personal details (name, given name if natural person, address, legal form and name and given name of the persons with power of representation, decision-making or control, if legal person) may be registered in the EWS only or both in the EWS and CED, and communicated to the persons and entities listed in the above-mentioned Decision and Regulation, in relation to the award or the execution of a procurement contract or a grant agreement or decision.

2. In accordance with Article 96 of the Financial Regulation the contracting authority may impose administrative or financial penalties on the following:
   (a) candidates or tenderers in the cases referred to in point (b) of Article 94 of the Financial Regulation;
   (b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget.

   In all cases, however, the contracting authority must first give the person concerned an opportunity to present his observations.

3. The penalties referred to in paragraph 2 shall be proportionate to the importance of the contract and the seriousness of the misconduct, and may consist in:
   (a) exclusion of the candidate or tenderer or contractor from the contracts and grants financed by the Union budget for a maximum period of ten years; and/or
   (b) the payment of financial penalties by the candidate or tenderer or contractor up to the value of the contract in question.

4. In accordance with Article 133 of the Regulation laying down the rules for the implementation of the Financial Regulation, the cases referred to in point e) of 5.1.1. above shall be the following:
   (a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by Council Act of 26 July 1995 (OJ C 316, 27.11.1995, p. 48);
   (b) cases of corruption as referred to in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of

cases of involvement in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ L 351, 29.12.1998, p. 1);


5. Pursuant to article 133a of the Regulation laying down the rules for the implementation of the Financial Regulation, in order to determine duration of exclusion and to ensure compliance with the principle of proportionality, the institution responsible shall take into account in particular the seriousness of the facts, including their impact on the Union’s financial interests and image and the time which has elapsed, the duration and recurrence of the offence, the intention or degree of negligence of the entity concerned and the measures taken by the entity concerned to remedy the situation.

When determining the period of exclusion, the institution responsible shall give the candidate or tenderer concerned the opportunity to express their views.

Where the duration of the period of exclusion is determined, in accordance with the applicable law, by the authorities or bodies referred to in Article 95(2) of the Financial Regulation, the Commission shall apply this duration up to the maximum duration laid down in Article 93(3) of the Financial Regulation.

6. The period referred to in Article 93(3) of the Financial Regulation is set at a maximum of five years, calculated from the following dates:

(a) from the date of the judgment having the force of res judicata in the cases referred to in points (b) and (e) of Article 93(1) of the Financial Regulation;

(b) from the date on which the infringement is committed or, in the case of continuing or repeated infringements, the date on which the infringement ceases, in the cases referred to in Article 93(1)(c) of the Financial Regulation.

That period of exclusion may be extended to ten years in the event of a repeated offence within five years of the date referred to in points (a) and (b), subject to paragraph 5.

7. Candidates and tenderers shall be excluded from a procurement and grant procedure as long as they are in one of the situations referred to in points (a) and (d) of Article 93(1) of the Financial Regulation.

8. Pursuant to article 134b of the Regulation laying down the rules for the implementation of the Financial Regulation, without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have made false declarations, have made substantial errors or committed irregularities or fraud, or have been found in serious breach of their contractual obligations may be excluded from all contracts and grants financed by the Union budget for a maximum of five years from the date on which the infringement is established as confirmed following an adversarial procedure with the contractor.

That period may be extended to ten years in the event of a repeated offence within five years of the date referred to in the first subparagraph.
9. Tenderers or candidates who have made false declarations, have committed substantial errors, irregularities or fraud, may also be subject to financial penalties representing 2% to 10% of the total estimated value of the contract being awarded.

Contractors who have been found in serious breach of their contractual obligations may be subject to financial penalties representing 2% to 10% of the total value of the contract in question.

That rate may be increased to 4% to 20% in the event of a repeat infringement within five years of the date referred to in the first subparagraph of paragraph 8.

The institution shall determine the administrative or financial penalties taking into account in particular the elements referred to in Article 133a(1) of the Regulation laying down the rules for the implementation of the Financial Regulation.

5.2 Selection criteria

The following selection criteria will be used to select the tenderers.

If the tender is submitted by partners (as defined under section 2.2 above)
- the selection criteria in respect of financial and economic capacity (see point 5.2.2 below) are to be considered as setting minimum standards which must be fulfilled by each partner; consequently, documentary evidence has to be provided by each partner and an evaluation of the financial and economic capacity will be carried out for each of them;
- the selection criteria in respect of technical capacity (see 5.2.3 below) will be assessed in relation to the combined capacities of all the members of a partnership as a whole (including subcontractors)

Documentary evidence of the tenderers’ claims in respect of the selection criteria is required as indicated below. The tender should also include any other document that the tenderer(s) wish(es) to include by way of clarification.

5.2.1 Professional information

<table>
<thead>
<tr>
<th>Criterion: Enrolment in one of the professional or trade registers in the country of establishment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Documentary evidence: Declaration or certificate of enrolment in one of the professional or trade registers in the country of establishment</td>
</tr>
</tbody>
</table>

5.2.2 Financial and economic capacity

<table>
<thead>
<tr>
<th>Criterion: Sufficient financial and economic standing to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Documentary evidence: Photocopies of annual income statements and balance sheets or extracts there from signed by the authorised representative of the legal entity for the last 2 financial years, where applicable, as approved by the general assembly of the company, audited and/or published</td>
</tr>
</tbody>
</table>

AND
Statements of overall turnover and turnover from contracts in the field of services to which the contract relates in the last three financial years.

If, for some exceptional reason which the Commission considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which the Commission considers appropriate. In any case, the Commission must at least be notified of the exceptional reason and its justification in the tender. The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

The Commission shall have sole discretion to judge the adequacy of tenderers' financial standing and, where it considers this insufficient, the right to reject any offer or to accept an offer subject to the provision of a pre-financing guarantee. Submission of a tender implies acceptance that the Commission's decision to request a pre-financing guarantee will be final and that it will not enter into negotiations with tenderers on this subject.

### 5.2.3 Technical background

<table>
<thead>
<tr>
<th>Criterion:</th>
<th>Relevant expertise of the tenderer and other applicants, including subcontractors if any, acquired in the last three years, in the field of</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Micro/Nanoelectronics technologies, industry and market</td>
</tr>
<tr>
<td></td>
<td>• EU policy on research and innovation activities</td>
</tr>
<tr>
<td>Documentary evidence:</td>
<td>List of contracts in the fields mentioned above performed in the past three years, or currently being performed, with their respective values</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Criterion:</th>
<th>Experience, technical knowledge and credibility of proposed team</th>
</tr>
</thead>
<tbody>
<tr>
<td>Documentary evidence:</td>
<td>Concise but informative curricula vitae of team members, demonstrating professional experience, including the requisite language skills, in the specific domain of Micro-/Nanoelectronics technologies, industry and markets of at least 3 years.</td>
</tr>
<tr>
<td></td>
<td>The Europass curriculum vitae template (available at <a href="http://europass.cedefop.europa.eu/europass/home/hornav/Introduction.csp">http://europass.cedefop.europa.eu/europass/home/hornav/Introduction.csp</a>) shall be filled in by each person involved in the execution of the tasks foreseen in the tender. Please make sure the precise contractual link with the tenderer is clearly indicated.</td>
</tr>
</tbody>
</table>

| Criterion: | Management capability |
5.3 **Award criteria**

5.3.1 **Technical award criteria**

The tenders will be qualitatively assessed on the basis of the technical award criteria and respective scores listed below:

<table>
<thead>
<tr>
<th>Technical award criterion</th>
<th>Maximum score/weighting</th>
<th>Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Understanding of the tasks required:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1. Understanding of specific and long-term objectives</td>
<td>30</td>
<td>15</td>
</tr>
<tr>
<td>1.2. Value added in respect of information included in the tender specifications</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>(All the sub-criteria above are of equal relative importance)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Technical quality of the tender</td>
<td>50</td>
<td>25</td>
</tr>
<tr>
<td>2.1. Completeness and full coverage of the scope of the tasks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.2. Degree of innovation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.3. Quality of the methodological approach</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4. Degree of awareness of existing studies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5. Relevance, quality and completeness of the information proposed to be used, and of the analysis proposed to be undertaken</td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>(All the sub-criteria above are of equal relative importance)</em></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

8 If the tenderer(s) or subcontractor(s) participated as a partner in a consortium, the total value of the contract should be mentioned along with the value corresponding to the work executed by the partner.
3. Management

3.1. Feasibility to meet the objectives specified in the tender specifications (outlined e.g. by a workplan or timetable)

3.2. Sound and realistic allocation of:
   - financial and
   - human resources, including allocation of expertise

(All the sub-criteria above are of equal relative importance)

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>100</td>
<td>60</td>
</tr>
</tbody>
</table>

Minimum score per criterion (threshold):
Tenders scoring less than 50% of the maximum score for any technical award criterion will be considered of insufficient quality and rejected.

Minimum total score (threshold):
Tenders with a total score of less than 60 points at the end of the evaluation process will be considered of insufficient quality and rejected.

5.3.2 Price

The price quoted must comply with the requirements laid down in Part 2 - section 4.3 above.

6 AWARD OF THE CONTRACT

The Contract shall be awarded to the tender offering the best value for money, which will be the one with the best quality/price ratio, taking into account the award criteria listed in section 5.3.

The qualitative score obtained for the technical award criteria will be divided by the total price of the tender.

7 PAYMENT AND STANDARD CONTRACT

- Payments under the contract shall be made in accordance with articles I.4 and II.4 of the model contract attached.

- Depending on the financial solidity of the tenderer, payment of the pre-financing may be made conditional upon the furnishing by the Contractor of a financial guarantee.

- In any case, a financial guarantee shall be required for the payment of pre-financing exceeding EUR 150 000. The guarantee shall be supplied by a bank or an authorised financial institution. The guarantee shall be denominated in Euro. The guarantee shall be released as and when the pre-financing is deducted from interim payments or payments of balances to the contractor in accordance with the terms of the contract.
8 **VALIDITY OF THE TENDER**

Period of validity of the tender shall be nine months from the closing date for submission of the tender given above.

9 **ADDITIONAL PROVISIONS**

- Changes to tenders will be accepted only if they are received on or before the final date set for the receipt of tenders.
- Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.
- No information of any kind will be given on the state of progress with regard to the evaluation of tenders.
- All documents submitted by tenderers will become property of the Commission and will be regarded as confidential.

10 **LIQUIDATED DAMAGES: SEE ARTICLE II.16 OF THE MODEL CONTRACT**

11 **NO OBLIGATION TO AWARD THE CONTRACT**

Initiation of a tendering procedure imposes no obligation on the Commission to award the contract. Should the invitation to tender cover several items or lots, the Commission reserves the right to award a contract for only some of them. The Commission shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

12 **RESULTS**

The results of the service must be forwarded to the European Commission in Brussels. **The copyright will belong to the Commission**; the Commission will in particular have the right to publish the results.

13 **DISCLAIMER**

The following sentence is to be prominently displayed on the cover of each working paper and the final report of the study. The disclaimer should also be incorporated into the introduction of each working paper and final report.

| The opinions expressed in this study are those of the authors and do not necessarily reflect the views of the European Commission. |
### ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM

**TENDERER'S ID**

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Legal form</td>
<td></td>
</tr>
<tr>
<td>Date of registration</td>
<td></td>
</tr>
<tr>
<td>Country of registration</td>
<td></td>
</tr>
<tr>
<td>Registration number</td>
<td></td>
</tr>
<tr>
<td>VAT number</td>
<td></td>
</tr>
<tr>
<td>Address of registered office</td>
<td></td>
</tr>
<tr>
<td>Contact address (if different)</td>
<td></td>
</tr>
<tr>
<td>URL</td>
<td></td>
</tr>
</tbody>
</table>

**AUTHORISED REPRESENTATIVE(S)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTACT PERSON</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Forename</td>
<td></td>
</tr>
<tr>
<td>Position</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
</tbody>
</table>

**DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):** I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.

Place and date:

Name (in capital letters) and signature:

---

Please include the names of the legal representative(s) whose contract signature is required in accordance with the statutes of the organisation and the official document to be provided as required in Part 2 under section 2.3
ANNEX 2: LEGAL ENTITIES FORM

As required in PART 2 under section 2.3 of the tender specifications.
A standard template in each EU language is available at:
http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

ANNEX 3: BANK IDENTIFICATION FORM

As required in PART 2 under section 2.3 of the tender specifications
A standard template in each EU language is available at:
http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm
ANNEX 4: DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST

The undersigned [name of the signatory of this form, to be completed]:

☐ in his/her own name (if the economic operator is a natural person)

or

☐ representing (if the economic operator is a legal person and the declaration is signed by a director or person with powers of representation)

official name in full:

official legal form:

official address in full:

VAT registration number:

declares that he/she / the company or organisation that he/she represents:

a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;

c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;

d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;

e) has not been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union’s financial interests;

f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

In addition, the undersigned declares on their honour:

g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;

h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;

i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract.

k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete.

l) that in case of award of contract, they shall provide the evidence that they are not in any of the situations described in points a, b, d, e above.  

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the Tenderer is a legal person and the national legislation of the country in which the Tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the Tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the Tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Full name  Date   Signature

10 Mandatory for contracts of value above EUR 125,000 only (see art. 134(2) of the Implementing Rules). The contracting authority can nevertheless request such evidence for contracts with a lower value.
ANNEX 5: POWER OF ATTORNEY

MANDATING ONE OF THE PARTNERS IN A JOINT TENDER AS LEAD PARTNER AND LEAD CONTRACTOR

The undersigned:

– Signatory (Name, Function, Company, Registered address, VAT Number)

having the legal capacity required to act on behalf of his/her company,

HEREBY AGREES TO THE FOLLOWING:

1) To submit a tender as a partner in the group of partners constituted by Company 1, Company 2, Company N, and led by Company X, in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this power of attorney is attached.

2) If the European Commission awards the Contract to the group of partners constituted by Company 1, Company 2, Company N, and led by Company X on the basis of the joint tender to which this power of attorney is attached, all the partners shall be co-signatories of the Contract in accordance with the following conditions:
   (a) All partners shall be jointly and severally liable towards the European Commission for the performance of the Contract.
   (b) All partners shall comply with the terms and conditions of the Contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the Contract.

1) Payments by the European Commission related to the services and/or supplies subject to the Contract shall be made through the lead partner’s bank account: [Provide details on bank, address, account number].

2) The partners grant to the lead partner all the necessary powers to act on their behalf in the submission of the tender and conclusion of the Contract, including:
   (a) The lead partner shall submit the tender on behalf of the group of partners.
   (b) The lead partner shall sign any contractual documents — including the Contract, and Amendments thereto — and issue any invoices related to the Services on behalf of the group of partners.
   (c) The lead partner shall act as a single contact point with the European Commission in the delivery of the services and/or supplies subject to the Contract. It shall co-ordinate the delivery of the services and/or supplies by the group of partners to the European Commission, and shall see to a proper administration of the Contract.

Any modification to the present power of attorney shall be subject to the European Commission’s express approval. This power of attorney shall expire when all the contractual obligations of the group of partners towards the European Commission for the delivery of the services and/or supplies subject to the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission’s consent.

Signed in ……………………… on [dd/mm/yyyy]

Place and date:

Name (in capital letters), function, company and signature:

11 To be filled in and signed by each of the partners in a joint tender, except the lead partner;
ANNEX 6a: LETTER OF INTENT FOR SUB-CONTRACTORS

"Key Digital Goods" Driving Innovation in the Nanoelectronics Industry in Europe

SMART 2011/0062

The undersigned:

..............................................................................................................

Name of the company/organisation:

..............................................................................................................

Address:

..............................................................................................................

Declares hereby that, in case the contract is awarded to [name of the tenderer], the company/organisation that he/she represents, intends to collaborate in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract.

Declares hereby taking note of Art. II.13 regarding subcontracting and Art. II.17 in relation with checks and audits of the service contract.

Place and date:

..............................................................................................................

Name (in capital letters) and signature:
ANNEX 6b: LETTER OF INTENT FOR EXTERNAL EXPERTS

"Key Digital Goods" Driving Innovation in the Nanoelectronics Industry in Europe

SMART 2011/0062

The undersigned:

..............................................................................................................................

Address:

..............................................................................................................................

Declares hereby that, in case the contract is awarded to [name of the tenderer], he/she intends to collaborate in an individual capacity as an external expert in the execution of the tasks subject to this call for tender, in accordance with the tender specifications and the tender to which the present form is annexed, and is available to carry out its part of the tasks during the period foreseen for the execution of the contract. In addition, the undersigned declares not to have any conflict of interest in connection with the contract, and not to be in one of the situations of exclusion referred to in Article 93(1) of the Financial Regulation12.

Declares hereby taking note of Art. II.13 regarding subcontracting and Art. II.17 in relation with checks and audits of the service contract.

Place and date:

..............................................................................................................................

Name (in capital letters) and signature:

The purpose of the table below is to facilitate the preparation of the tender by providing an overview of the documents that must be included (marked by ■) depending on the role of each economic operator in the tender (be it lead partner, partner in joint bid, single tenderer or subcontractor/external expert). Some of the documents are only relevant in cases of joint bids or when subcontractors are involved. Additional documents might be necessary depending on the specific characteristics of each tender.

<table>
<thead>
<tr>
<th>Description</th>
<th>Lead partner in a joint bid</th>
<th>All the other partners in a joint bid</th>
<th>Single tenderer (with or without subcontractors)</th>
<th>Subcontractor</th>
<th>Subcontractor – External expert</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Administrative section of the tender</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Annex 1: Original Administrative identification form (see section 2.3, part 2)</td>
<td>■</td>
<td>■</td>
<td>■</td>
<td>■</td>
<td></td>
</tr>
<tr>
<td>Annex 2: Original Legal Entity Form (see section 2.3, part 2)</td>
<td>■</td>
<td>■</td>
<td>■</td>
<td></td>
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</tr>
<tr>
<td>Annex 3: Original Financial Identification form (see section 2.3, part 2)</td>
<td>■</td>
<td>■</td>
<td>■</td>
<td>■</td>
<td></td>
</tr>
<tr>
<td>Annex 4: Original Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest (see section 2.3, part 2)</td>
<td>■</td>
<td>■</td>
<td>■</td>
<td>■</td>
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<tr>
<td>Annex 5: Original Power of attorney (see section 2.3, part 2)</td>
<td>■</td>
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<tr>
<td>Annex 6 a: Original Letter of intent from each subcontractor (see section 2.3, part 2)</td>
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<td>■</td>
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<tr>
<td>Annex 6 b: Original Letter of intent from each subcontractor (see section 2.3, part 2)</td>
<td></td>
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<td>■</td>
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<tr>
<td>Legible photocopy of the statutes of the entity (see section 2.3, part 2)</td>
<td>■</td>
<td>■</td>
<td>■</td>
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</tr>
<tr>
<td>Legible photocopy of the notice of appointment of the persons authorised to represent the tenderer (see section 2.3, part 2)</td>
<td>■</td>
<td>■</td>
<td>■</td>
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<tr>
<td>Declaration or certificate of enrolment in one of the professional or trade registers in the country of establishment (see section 5.2.1, part 2)</td>
<td>■</td>
<td>■</td>
<td>■</td>
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<tr>
<td>Evidence of financial and economic capacity (see section 5.2.2, part 2)</td>
<td>■</td>
<td>■</td>
<td>■</td>
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<td></td>
</tr>
<tr>
<td>Evidence of Technical background (see section 5.2.3, part 2)</td>
<td>■</td>
<td>■</td>
<td>■</td>
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<td></td>
</tr>
<tr>
<td><strong>Technical Section of the tender (see section 4.2, part 2)</strong></td>
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<tr>
<td><strong>Financial Section of the tender (see section 4.3, part 2)</strong></td>
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</tbody>
</table>